

County of Los Angeles Public Library  
7400 East Imperial Hwy., Downey, CA 90242 • (562) 940-8400 • colapublib.org



November 15, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 November 15, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**APPROVE THE GROUND LEASE AND MAINTENANCE AGREEMENT  
WITH THE CITY OF ARTESIA FOR THE  
CONSTRUCTION AND OPERATION OF THE NEW ARTESIA LIBRARY  
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

**SUBJECT**

The Public Library is recommending that the Board of Supervisors (Board) approve the Ground Lease and Maintenance Agreement with the City of Artesia for the construction and operation of a new Artesia Library.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Artesia Library project is exempt from provisions of the California Environmental Quality Act (CEQA), for the reasons stated in this letter and in the record of the project.
2. Approve and instruct the Chair to execute a 55 year gratis Ground Lease and Maintenance Agreement with the City of Artesia for the purpose of constructing and operating a new Artesia Library, with the City providing landscape services and sharing the costs of custodial services.
3. Authorize and delegate authority to the County Librarian, or designee, to approve and execute amendments to modify the schedule for City provided services, statements of work for landscape maintenance, approved as to form by the City of Artesia and County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City of Artesia (City) is the owner of approximately 1.62 acres located at 18801 Elaine Avenue,

Artesia, CA 90701 where the new library is being constructed. The Public Library currently leases property from the City at 18722 South Clarkdale Avenue, Artesia, CA 90701 to operate the existing Artesia Library at this location for the benefit of the City. The current lease is on a month-to-month basis and will be terminated when the new library opens.

The Public Library intends to expand library services for the City of Artesia and seeks property for the development, construction, and operation of a new Artesia Library to be used by County for the provision of library services. The City is willing to lease the Property to County for such purposes on a gratis basis. The City has granted the County a Right of Entry to commence construction pending the approval of this Ground Lease and Maintenance Agreement.

Approval of the recommended actions will allow the Public Library to construct and operate a new, larger Artesia Library. The 10,850 square foot library will include adult, teen, and children's reading areas, an early childhood/family place area and programming space, a homework center, two group study rooms, a teen study room, a 100-seat community meeting room with audio-visual system and kitchenette, express-service checkout machines at the lobby, laptop vending machines, information services pods, public access computers, Wi-Fi, public restrooms, staff and support areas. Funding for construction is from the Fourth Supervisorial District Capital Funds.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3) by investing in public infrastructure that will improve access to Public Library services.

### **FISCAL IMPACT/FINANCING**

It is projected that any increases in operating costs as a result of this Agreement and the Artesia Library project will be minimal. This is a for-gratis lease, with the City providing landscape services and sharing the costs of custodial services for the term of the Agreement. Operating services cost are included in the Public Library's Fiscal Year 2016-17 Operating Budget. The City will reimburse the County on an annual basis their share of custodial services cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 25351 of the Government Code authorizes the County to enter into this Agreement, and Sections 37351 of the Government Code authorizes the City to enter into this Agreement. On May 27, 2014, your Board authorized and delegated authority to the Chief Executive Officer to negotiate a ground lease agreement with the City.

The term of the Agreement is fifty-five (55) years, commencing upon approval by your Board. During the term of this Lease, and for any extended term, and until termination, title to the Artesia Library project improvements will be vested in County. Use of the property will be gratis during the initial term, any option term, or holdover. Consideration for this Agreement will be the County's adherence to the terms and conditions of the Agreement.

The Public Library will utilize the property only for the development, construction, and operation of a new Artesia Library and any lawful uses mutually agreed upon by the City and County, including library services, programs, and activities, community meeting room and other associated uses. The Public Library will keep and maintain the property in good order and repair, and in a safe condition.

During the term of this Lease, County will provide all custodial services on each day the library is open for business. The City will reimburse the County for 65% of the actual documented custodial services costs incurred by the County for the Artesia Library during the first lease year and 75% for the second lease year. For each subsequent lease year, the City will reimburse the County for the lesser of: (i) 75% of the actual documented custodial services cost incurred for the subsequent lease year; or (ii) the reimbursement paid by the City for the previous lease year increased by the lesser of (a) the percentage increase in the Consumer Price Index (defined below) during the lease year for which the payment by the City is being made, or (b) five percent (5%).

The City will provide landscape and grounds maintenance services including repairs of landscaping, grounds, sprinklers, and irrigation, with an annual cap of \$5,000 for repairs. Any repairs in a fiscal year that exceed the initial limit will be billed to the Public Library at the actual cost without markup or administrative costs. The annual cap for repairs will be adjusted in accordance with the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100), referred to as CPI, but in no event shall the annual adjustment result in an annual increase greater than five percent (5%) per year.

The attached Agreement has been reviewed and approved as to form by County Counsel and City Attorney, and approved by the City of Artesia City Council on October 10, 2016.

### **ENVIRONMENTAL DOCUMENTATION**

The Artesia Library project was determined exempt from the requirements of CEQA by the City of Artesia in accordance with State CEQA Guidelines Sections 15301 and 15332. The ground lease involves a maintenance agreement of a new 10,850 square foot library in the City of Artesia that will replace the existing library. This is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines, Class 1, because it consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion use beyond that existing at the time of the lead agency's determination; and Section 15332 of the CEQA Guidelines, Class 32, because it is an in-fill development that meets the following conditions: The project is consistent with the applicable general plan designations and all applicable general plan policies as well as with applicable zoning designation and regulations; the development occurs within city limits on a project site of no more than five (5) acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare or threatened species; approval of the ground lease would not result in any significant effects relating to traffic, noise, air quality or water quality; and the site can be adequately served by all required utilities and public services. In addition, the ground lease is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be minimal impact to existing library services. The current Artesia Library will remain open during the construction until it is time to transition to the new facility.

Approval of the recommended actions will allow the Public Library to continue to provide services to

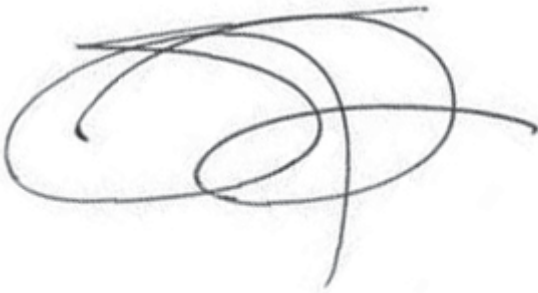
the public for many years to come.

**CONCLUSION**

Please return to the Public Library two fully conformed copies of the Agreement with original signatures.

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

Very best,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

SKYE PATRICK  
County Librarian

SP

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Auditor Controller

**GROUND LEASE & MAINTENANCE AGREEMENT**

by and between

CITY OF ARTESIA

and

COUNTY OF LOS ANGELES

for the

ARTESIA LIBRARY

at

18801 ELAINE AVENUE  
ARTESIA, CALIFORNIA

Dated  
, 2016

78548

**GROUND LEASE & MAINTENANCE AGREEMENT  
ARTESIA LIBRARY  
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**ATTACHMENTS**

EXHIBIT A - ARTESIA LIBRARY LEGAL DESCRIPTION

EXHIBIT B - LEGAL DESCRIPTION PLAT

EXHIBIT C - STATEMENT OF WORK LANDSCAPE AND GROUNDS

MAINTENANCE SERVICES



## GROUND LEASE & MAINTENANCE AGREEMENT

(City of Artesia/County of Los Angeles)  
Artesia Library  
18801 Elaine Avenue, Artesia, California

THIS GROUND LEASE & MAINTENANCE AGREEMENT ("Lease") is dated as of *November 15*, 2016 ("Effective Date") and is entered into by and between the CITY OF ARTESIA, a municipal corporation ("City"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County").

### RECITALS

A. City is the owner of certain real property, consisting of approximately 1.62 acres located at 18801 Elaine Avenue, Artesia, CA 90701, legally described on Exhibit "A", attached hereto and made a part hereof by this reference (the "Property").

B. County currently leases another property from the City at 18722 South Clarkdale Avenue, Artesia, CA 90701 and operates the Artesia Library at this location for the benefit of the City of Artesia.

C. County intends to expand library services for the City of Artesia and seeks property for the development, construction, and operation of a new Artesia Library (the "Project") to be used by County for the provision of library services, and City is willing to lease the Property to County for such purposes.

D. Section 25351 of the Government Code authorizes the COUNTY to enter into this Agreement, and Section 37351 of the Government Code authorizes the CITY to enter into this Agreement; and

E. On May 27, 2014, the Board of Supervisors authorized and delegated authority to the Chief Executive Officer to negotiate a lease agreement with the CITY for the Project.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated by this reference and the covenants hereinafter contained, City and County agree as follows:

### **ARTICLE 1.** **BASIC PROVISIONS**

1.1 **Description of Property.** A legal description and map depiction of the library property are hereto attached as Exhibit "A". County accepts the property in its current "as-is" condition without any representations or warranties from the City, express or implied, as to its condition or suitability for the Library, or any associated

County use, or any other matters.

1.2 **Lease and Grant of Use.** City does lease to the County and County does hereby lease from the City, upon the terms and conditions set forth herein, the Property located 18801 Elaine Avenue, Artesia, CA 90701 and described in Exhibit "A".

1.3 **Notices:**

**CITY:**

City of Artesia  
18747 Clarkdale Avenue  
Artesia, CA 90701  
Attn: William Rawlings, City Manager  
Email: wrawlings@cityofartesia.us

**COUNTY:**

County of Los Angeles  
222 South Hill Street  
Los Angeles, CA 90012  
Attn: Director of Real Estate  
Email: cmontana@ceo.lacounty.gov

With a Copy to:  
County of Los Angeles Public Library  
7400 East Imperial Highway  
Downey, CA 90242  
Attn: Skye Patrick, County Librarian  
Email: spatrick@library.lacounty.gov

1.4 **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A" – Legal Description of Property

Exhibit "B" – Legal Description Plat

Exhibit "C" – Landscape and Grounds Maintenance Services Statement of Work

**ARTICLE 2.**  
**TERM**

2.1 **Term.** Fifty-five (55) years commencing upon approval of this Lease by the County's Board of Supervisors (the "Commencement Date"); and terminating at midnight on the day before the FIFTY-FIFTH anniversary of the Commencement Date,



subject to earlier termination as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, will refer to the initial term of this Lease together with any holdover or any option term.

2.2 **Holdover.** If County remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy will be a tenancy which is terminable only upon 90 days' written notice from City or 30 days' written notice from the Chief Executive Officer of County, and subject to all of the terms, covenants and conditions of this Agreement.

### **ARTICLE 3.** **RENT**

3.1 **Rent.** The use of the Property will be gratis during the initial term, any option term, or holdover. Consideration for this Agreement will be the County's adherence to the terms and conditions of this Lease.

### **ARTICLE 4.** **USE**

4.1 **Permitted Use.** County will utilize the Property only for the development, construction, and operation of a new Artesia Library (the "Project"), including library services, programs, and activities, community meeting room and other associated uses (collectively, the Permitted Uses"), and any other lawful uses mutually agreed upon in writing by the City and County.

4.2 **Compliance with Law.** County will, at County's sole cost and expense, comply with all applicable statutes, ordinances and regulations. Upon completion of construction, if any license, permit or other governmental authorization is required for the lawful use or occupancy of the Property or any portion of the Property, County will procure and maintain it, at County's sole cost and expense, throughout the Term of this Lease.

### **ARTICLE 5.** **OPERATIONAL COSTS**

5.1 **Utilities.** At all times during the term of this Lease, County will pay the expenses of all utility services supplied to the Property, including but not limited to all telephone, cable, electricity, gas, water and sewer units, together with any taxes thereon.

#### **5.2 Custodial.**

5.2.1 **City Reimbursements.** As used herein, the term "Lease Year" shall mean the period from the date on which the County issues a Certificate of

Occupancy for the Library until the date that is one (1) calendar year thereafter, and each subsequent consecutive calendar year period or portion thereof during the Term of this Lease (it being understood that the last "Lease Year" might be less than a full calendar year). During the term of this Lease, City will reimburse the County for its cost of custodial services as follows:

a) For the first Lease Year, the City will reimburse the County for sixty-five percent (65%) of the actual documented custodial services costs incurred by the County for the Library during the first Lease Year, which include regular daily service plus unanticipated emergency call backs, not to exceed \$25,115 total reimbursement.

b) For the second Lease Year, the City will reimburse the County for seventy-five percent (75%) of the actual custodial services costs incurred by the County for the Library, which include regular daily service plus unanticipated emergency call backs.

c) For each subsequent Lease Year, City will thereafter reimburse the County for the lesser of: (i) seventy-five percent (75%) of the actual documented custodial services costs incurred for the subsequent Lease Year; or (ii) the reimbursement paid by the City for the previous Lease Year increased by the lesser of (a) the percentage increase in the CPI (defined below) during the Lease Year for which the payment by City is being made, or (b) five percent (5%).

d) As used herein, the term "CPI" shall mean the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100), herein referred to as CPI.

e) In calculating the percentage increase in the CPI for a Lease Year, County and City shall divide the latest CPI published prior to the beginning of a Lease Year by the latest CPI published prior to the end of that Lease Year.

**5.2.2 County Responsibilities.** During the term of this Lease, County will provide all custodial services necessary to keep the Project in reasonably clean condition.

a) County will issue a request for proposal for custodial services and will select a contractor who meets the minimum qualifications, is the most-overall qualified, cost-effective, responsive, and responsible.

b) County will forward an invoice to the City annually (after the end of the applicable Lease Year) describing (i) the amount spent for regular daily services and any unanticipated emergency call backs for the applicable Lease Year and (ii) the County's calculation of the amount to be reimbursed by the City.

c) County will maintain, and make available for inspection upon request by the City the custodial services request for proposal, proposal evaluation documents, executed contract, and all records of expenditures related to custodial services.

### 5.3 **Landscape.**

5.3.1 **City Responsibilities.** During the term of this Lease, City will provide landscape and grounds maintenance services, including repairs of landscaping, grounds, sprinklers, and irrigation, in accordance with Exhibit "C", with an annual cap of \$5,000 for repairs. Any repairs in a fiscal year that exceed the initial limit will be billed to the County at the actual cost without markup or administrative costs. City will maintain records of repairs and related costs on a fiscal year basis and make said records available for inspection by the County. Each fiscal year the City may invoice the County for any repair costs that exceed the threshold amount. The annual cap for repairs will be adjusted in accordance with the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100), herein referred to as CPI, but in no event will the annual adjustment result in an annual increase greater than five percent (5%) per year.

5.3.2 **County Responsibilities.** County will install all landscaping and irrigation during the construction of the new library.

In the event that repairs are required to underground utility feeds routed through the landscaped area of the library area, the County will reimburse the City for all cost related to the restoration of the landscaped area to the condition prior to the repair.

5.3.3 **Commencement Date.** The effective date for the start of landscape maintenance is the date of substantial completion as defined in Section 8.1. During the initial twelve months after substantial completion, any repairs to the irrigation system will be reported to the County and the repairs will be completed as warranty work by the general contractor for the Project.

### 5.4 **Parking.**

5.4.1 **City Responsibility.** City will provide parking lot cleaning and removal of trash to the extent described in Exhibit "C".

5.4.2 **County Responsibility.** County will construct, as part of the Project, 45 parking spaces for library use. During the term of this lease, the County will at its sole cost maintain the parking area including the pavement, striping, and lighting in good condition.

**ARTICLE 6.**  
**DISCRETIONARY PERMITS**

6.1 **Applications.** During the term of this Lease, City will, promptly upon County's request, sign (as owner of the Property) and acknowledge any application to any governmental entity having jurisdiction over the Property for any of the discretionary permits necessary for construction of the Project, provided that City incurs no cost (other than the administrative and consulting cost necessary for review). No such signing by City will be deemed to be City's commitment to satisfy, any condition (i) in or precedent to a discretionary permit, or (ii) adversely affecting City's interest in the Property.

**ARTICLE 7.**  
**EASEMENTS**

7.1 **Utility Easements.** City will execute (as owner of the Property), acknowledge and deliver to County for recording, any reasonable grant of easement (i) over, upon, across or under the Property or any portion thereto (ii) in favor of any governmental subdivision or any gas, electric, telephone or similar company and (iii) for the purpose of (a) widening any street, (b) transmitting potable water, storm water sewage, gas, electricity, telephone or other communication or (c) providing to the Property and the persons using and enjoying the Property such materials and services as are, from time to time customarily understood to be "utilities."

**ARTICLE 8.**  
**CONSTRUCTION OF THE LIBRARY**

8.1 **Construction Scope.** County will provide all services necessary to construct the Library, parking and landscaping at its sole cost in accordance with the plans, dated October 15, 2015 as amended by the Delta 1 Addendum dated November 24, 2015, and specifications, dated October 15, 2015, including any revisions thereto, (collectively construction plans) for the project including the expense of design, permitting, construction and related furniture, fixtures, and equipment necessary for the operation of the library and associated landscaping and parking. City acknowledges that a copy of the library plans and specification has been provided to the City. County will obtain and provide to the City a certificate of substantial completion from the architect. The date of such certificate will be the completion date of the Project.

8.2 **Initial and Additional Improvements.** The County and City have agreed on the initial improvements to be constructed by County as described on the plans and specifications provided to the City. Should County decide to construct additional exterior improvements after the initial, such additional will be agreed to in writing between the City and County and will be incorporated into this Lease as addenda.

8.3 **Commencement of Construction.** Construction for the Project will commence in accordance with the construction schedule approved with the Project

plans. The County will not commence construction until it demonstrates to the City that sufficient funding is available for completion of the Project by providing copies of the County's Board of Supervisor's authorization of funding.

8.4 **Compliance with Laws.** The Project will be constructed and all work on the Property will be performed in accordance with all applicable laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as amended from time to time. All work performed on the Property under this Lease will be done in a good and workmanlike manner.

8.5 **Mechanics Liens.** At all times during the term of this Lease, County will make it best efforts to keep the Property and the Project now or hereafter located on the Property free and clear of all liens and claims of liens for labor, service; materials, supplies, or equipment performed on or furnished to the Property.

8.6 **Ownership.** During the term of this Lease, and for any extended term, and until termination, title to the Project improvements will be vested in County.

8.7 **Surrender.** County will surrender the Project to City at the expiration of the term including any option term or earlier termination pursuant to the terms hereof, free and clear of all liens and encumbrances, other than those, if any; consented to in writing by City and those existing as of the date hereof. County agrees to execute, acknowledge and deliver to City, at City's request, a quitclaim of all of the County's right, title and interest in and to the Property. The library collection remains the property of the County and will be removed prior to turnover to the City. Any portable equipment and furniture may at the County's sole option be either removed by the County or transferred to the City.

## **ARTICLE 9.** **MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION**

9.1 **Maintenance.** Except as otherwise provided herein, at all times during the term of this Lease, including any option term or holdover, County will, at County's sole cost and expense, keep and maintain the Property and the Project in good order and repair, and in a safe and condition. At the expiration of the term and option term, the City may request from the County the building maintenance records for the prior two (2) years. City will have no obligation to alter, remodel, improve or repair the Property or the Project; City will have an obligation to reimburse for custodial services as specified in Section 5.2 and provide landscape maintenance services as specified in Section 5.3 during the term including any option term.

9.2 **Repair.** At all times during the term of this Lease and for any extended term, County will, at County's own cost and expense, do all of the following:

9.2.1 Make all alterations, additions or repairs to the Property or the Project required by any applicable law, ordinance, statute or regulation now or hereafter issued by any federal, state, county, local or other governmental agency, including but not limited to the ADA, and the regulations promulgated thereunder, as amended from time to time;

9.2.2 Observe and comply with all applicable laws, ordinances, statutes, orders and regulations now or hereafter made respecting the Property or the Project by any federal, state, county, local or other governmental agency; and

9.2.3 Make any repairs required to the Project parking area including repairs, slurry sealing, restriping and lighting.

9.3 **Damage or Destruction.** In the event of damage to, or destruction of all or any portion of the Project, County will have the option to commence and proceed diligently to repair, reconstruct and restore (collectively, "restore") the Project to substantially the same condition as it existed immediately prior to the casualty, whether or not insurance proceeds are sufficient to verify the actual cost of restoration. This Lease will continue in full force and effect notwithstanding such damage or destruction; provided, however, that the County may instead, at its option, promptly demolish the Project and terminate the Lease.

## **ARTICLE 10.**

### **INDEMNIFICATION AND INSURANCE**

During the term of this Agreement or as otherwise specified herein, the following indemnification and insurance requirements will be in effect. Either party, at its sole option, may elect to use a program of self-insurance, commercial insurance, or any combination thereof to satisfy its insurance requirements herein. In all events, as it relates to the County's use and operation of Artesia Library, the County's insurance will be primary and noncontributory."

#### **10.1 Indemnification.**

10.1.1 The City will indemnify, defend and hold harmless County, its Special Districts, its trustees, elected and appointed officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Lease by City, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its trustees, officers, agents or employees its contractors and/or consultants.

10.1.2 The County will indemnify, defend and hold harmless City, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising



out of the performance of this Lease by County, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents, invitees or employees, its contractors and/or consultants.

10.1.3 The defense and indemnification provisions of this section will survive the expiration or termination of this agreement.

10.2 **General Insurance - County Requirements.** Without limiting County's indemnification of City and at its own expense, County will provide and maintain the following programs of insurance.

10.2.1 General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate: \$4 million  
Each Occurrence: \$2 million

Such insurance will name the City of Artesia, its officers, employees, agents and volunteers as additional insureds.

10.2.2 Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

10.2.3 Property insurance covering damage to County constructed improvements from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), written for the full replacement cost of the property, and including a Waiver of Subrogation in favor of City.

10.2.4 **County Contractors.** Throughout the period of any construction, County will require its Contractors to provide and maintain, or County will provide and maintain, types and limits of insurance coverage appropriate to the project, at no cost to the City. All Contractor insurance will be primary to and not contributing with any other insurance or self-insurance programs maintained by the County or the City. The County and City also will be named as additional insureds under all Contractor general liability coverage.

10.3 **General Insurance - City Requirements.** Without limiting City's indemnification of County and at its own expense, City will provide and maintain the following programs of insurance.

10.3.1 General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) with limits of not less than the following:

General Aggregate: \$4 million

Each Occurrence: \$2 million

Such insurance will name the County, its officers, employees, agents and volunteers as additional insureds.

10.3.2 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

10.4 **Review of Insurance Requirements.** The types and limits of coverage required under this Agreement may be reviewed annually by the City and the County. Coverage types and limits will reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks, and be subject to the mutual agreement of the parties.

10.5 **Self Insurance.** Notwithstanding the provisions of this Section 10, either the County or the City, at its sole option, may satisfy all or any part of the insurance requirement through the use of program of self-insurance. Certificate evidencing coverage or letter evidencing self-insurance will be provided by the respective parties within sixty (60) days after the execution of this agreement.

## **ARTICLE 11.** **DEFAULT AND REMEDIES**

11.1 **City's Default.** City will not be in default of any of its obligations under this Lease unless City fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days after written notice by County to City specifying wherein City has failed to perform such obligations; provided however, that if the nature of City's default is such that more than thirty (30) days are required for its cure, City will not be in default if City commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

11.2 **County's Remedies.** In the event of any default by City as described in Section 11.1 above, subject to all applicable laws that may restrict remedies against a City, County's remedies under this Lease are to pursue City for specific performance and/or actual damages, resulting from City's default. County will have no rights as a result of any default by City until County gives thirty (30) days' notice to City, specifying the nature of the default, City will then have the right to cure such default, and City will not be deemed in default if City cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that City commences such cure within such thirty (30) days.

11.3 **County's Default.** County will not be in default of any of its obligations under this Lease unless County fails to perform such obligations within a reasonable

time, but in no event less than thirty (30) days after written notice by City to County specifying wherein County has failed to perform such obligations; provided however, that if the nature of County's default is such that more than thirty (30) days are required for its cure, County will not be in default if County commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

11.4 **City Remedies.** In the event of any default by County as described in Section 11.3 above, subject to all applicable laws that may restrict remedies against a county, including, but not limited to, restrictions within the California Government Code, City's remedies under this Lease are to pursue County for specific performance and/or actual damages resulting from County's default. As described in Section 11.3 above, City will have no rights as a result of any default by County until City gives thirty (30) days' notice to County, specifying the nature of the default. County will then have the right to cure such default, and County will not be deemed in default if County cures such default within thirty (30) days after receipt of notice of the default, or within such longer period of time as may reasonably be necessary to cure the default, provided that County commences such cure within such thirty (30) days and thereafter diligently prosecutes the same to completion.

## **ARTICLE 12.** **HAZARDOUS MATERIALS**

12.1 **Compliance.** During the term of this Lease, County, at its sole cost, will comply with all applicable laws, statutes, ordinances, codes regulations and orders relating to the receiving, handling, use, storage, transportation, discharge, release and disposal of Hazardous Material (as defined below) in or about the Property or the Library. County will not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property or the Project by County or County's agents in a manner or for a purpose prohibited by any federal, state or local agency or authority.

12.2 **Notice.** County will immediately provide City with telephonic notice, which will promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Property or the Project, including the soils and subsurface waters thereof; which spillage, discharge, release, or disposal by law must be reported to any federal, state or local agency, and any injuries or damages resulting directly or indirectly therefrom.

12.3 **Indemnification.** County agrees to indemnify City against, and to protect, defend and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from County's (or from County's Agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Project. City will be responsible for and will indemnify, protect, defend and hold harmless County on the same basis as above for any claims which result from City's Ownership of the land or from City's Agents

receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Library, not caused by County.

12.4 **Survive Termination.** County's and City's obligations under this Article 12 will survive the termination of the Lease.

12.5 **Definition of Hazardous Material.** As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

### **ARTICLE 13.** **RESERVED**

### **ARTICLE 14.** **QUIET ENJOYMENT AND RIGHT OF ENTRY**

14.1 **Quiet Enjoyment.** City covenants and agrees that it will not take any action to prevent County's quiet enjoyment of the Property during the Term of this Lease provided County is not in default after the expiration of any applicable cure period. City reserves full control over the Property to the extent not inconsistent with County's quiet enjoyment and use of the Property.

14.2 **Right of Entry.** City reserves the right for any of its duly authorized representatives to enter the Property upon prior notice at any reasonable time for any reasonable actions, including but not limited to (i) inspecting the Property and (ii) posting in such places as City may select notices of non-responsibility for works of construction, repair or improvement made by County. In doing so, City will not interfere with County's enjoyment and use of the Property and Library except in case of

emergency improvements.

## **ARTICLE 15.** **PROPERTY RECORDS**

15.1 **Property Records.** Within thirty (30) days after the Effective Date of this Lease, City will provide to the County copies of all non-privileged or non-confidential books and records of City, to the best of its knowledge, with respect to the ownership, maintenance, and operation of the Property, including any appraisals, surveys, engineering, environmental and other reports and analyses of the Property which are in City's possession.

## **ARTICLE 16.** **EMINENT DOMAIN**

16.1 **Agreement Governs.** In the event of any acquisition of all or any part of the Property, or any interest therein by eminent domain, whether by condemnation proceeding or transfer in avoidance of an exercise of the power of eminent domain or otherwise during the Term or any extension thereof the rights and obligations of the parties with respect to such appropriation will be as provided in this Article 16.

16.2 **Termination of Agreement.** This Lease will terminate if the entire Property is permanently taken under the power of eminent domain or if a material part of the Property is taken such that the operation of the Improvements cannot feasibly continue on the remaining portion of the Property. If only part of the Property is permanently taken under the power of eminent domain and the County can reasonably continue to operate the Improvements as contemplated by this Lease, this will not terminate and will remain in full force in effect with respect to the remaining portion of the Property.

16.3 **Allocation of Condemnation Award.** In the event of a permanent condemnation or taking of all or part of the Property at any point during the Term or any extension thereof, the City will be entitled to any award which may be made in such taking or condemnation to the extent such award relates to the fee title to the Property or the leasehold interest under this Lease, and County will be entitled to any award which may be made in such taking or condemnation to the extent it relates to the Improvements or County's personal property. Nothing contained in this Article 16 will be deemed to give the City any interest in or to require County to assign to City any separate awards designated by the condemning authority and County will be able to retain any separate award as designated by the condemning authority made to County for the taking of County's personal property, or the interruption of or damage to County's operations on the Property, except to the extent that the separate award includes damages for lost sublease rent, in which case City will be entitled to its share of those damages.

**ARTICLE 17.**  
**MEMBERSHIP IN THE COUNTY LIBRARY**

17.1 **Right of Withdrawal.** City retains the legal right to withdraw from the County Library and nothing in this Lease will limit City's exercise of such right. City's withdrawal from the County Library will not constitute a default or breach of this Lease if withdrawal is accomplished in compliance with law.

**ARTICLE 18.**  
**TERMINATION**

18.1 **Termination by City.** Should the City withdraw from the County Free Library System, in addition to its option to purchase the building and collections per Education Code section 19116 et seq, should the City choose to exercise such option and terminate this Lease, then as consideration for the County's financing of the building and its labor therein, the City will pay to the County \$244,000 per year for each year short of the initial lease term. The date of the year will be measured from August 1, of the year that the City is not part of the system and will be prorated based upon the lease execution date. If the City does not exercise its option to purchase the building, then the County may continue its ownership and use of the building for public purposes through the lease term.

The termination provisions and obligations of this section will survive the expiration or termination of this agreement.

18.2 **Termination by Agreement of the Parties.** Notwithstanding Sections 18.1, the Lease may be terminated by the mutual agreement in writing of the parties at any time, upon terms and conditions agreed to by the parties.

**ARTICLE 19.**  
**GENERAL PROVISIONS**

19.1 **Waiver and Modification.** No provision of this Lease may be modified, amended or added to except by an agreement in writing signed by all parties hereto.

19.1.1 The County Librarian has delegated authority from the Board of Supervisors to amend this Lease to modify the schedule for City provided services, statement of work for landscape maintenance (Exhibit "C"). A negotiated Amendment will be executed by the County Librarian, or his/her designee and the City, subject to approval as to form by the County Counsel and City Attorney.

19.2 **Applicable Law.** This Lease and all rights and obligations arising out of it will be construed in accordance with the internal laws of the State of California.



19.3 **Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19.4 **Authority to Execute Lease.** City and County each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Lease, that this Lease is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Lease on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

19.5 **Consents.** Whenever consent or approval of either party is required hereunder that party will not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

19.6 **Entire Agreement.** The terms of this Lease are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement

19.7 **Severability.** Any provision of this Lease which proves to be invalid, void, or illegal in no way affects, impairs or invalidates any other provisions hereof and such other provisions will remain in full force and effect.

19.8 **Impartial Construction.** The language in all parts of this Lease will be in all cases construed as a whole according to its fair meaning and not strictly for or against either the City or County.

19.9 **Notices.** All notices, demands and communications between City and County will be in writing and given by personal delivery; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or City at the addresses shown in; paragraph 1.3 above. Unless otherwise directed, any notice to be given pursuant to this Lease or regarding compliance with this Lease will be given to all County representatives listed in paragraph 1.3, notice relating to day-to-day operations of the Property and Library, including scheduling and programmatic issues may be given to the Library as listed in paragraph 1.3, without notice to the other County representatives. Either party may, by notice to the other given pursuant to this Section 19.9, specify additional or different addresses for notice purposes.

19.10 **Counterparts.** This Lease may be executed in one or more counterparts; each of which will constitute an original.

19.11 **Nondiscrimination.** City, County and all others who from time to time may use the Property and Library described herein with the permission and on the terms and conditions specified by both parties will not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin, including but not limited to the providing of goods, services, facilities, privileges,

advantages, and the holding and obtaining of employment.

19.12 **City Approval.** Whenever this Lease calls for approval by the City of an action implementing the provisions of this Lease, the Superintendent/Mayor/City Manager/City Council of the City or his or her designee will have authority to grant such approval, without necessity of further authorization or approval of the City.

19.13 **County Approval.** Whenever this Lease calls for approval by the County of an action implementing the provision of this Lease, the Chief Executive Officer of the County or his or her designee will have authority to grant such approval, without necessity of further authorization or approval of the County Board of Supervisors. IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

**[Remainder of page intentionally left blank]**

**CITY:**

CITY OF ARTESIA  
A municipal corporation

*[Signature]* 11/1/16  
~~By William A. Rawlings, City Manager~~ Date:

By Victor Manalo, Mayor

APPROVED AS TO FORM:

*[Signature]* 11/2/16  
By Serita Young, City Attorney Date:

**COUNTY:**

COUNTY OF LOS ANGELES  
A body corporate and politic

*Hilda F. Solis* NOV 15 2016  
By: Chair Date:

ATTEST:

Lori Glasgow  
Executive Officer, Board of Supervisors

By *Carla Little* Deputy  
APPROVED AS TO FORM:

MARY WICKHAM  
County Counsel

*[Signature]* 10/19/16  
By: Date:

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.



LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By *Carla Little*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#31 NOV 15 2016

*Lori Glasgow*  
LORI GLASGOW  
EXECUTIVE OFFICER

**EXHIBIT A**

ARTESIA LIBRARY  
LEGAL DESCRIPTION

**EXHIBIT "A"****LEGAL DESCRIPTION FOR  
ARTESIA LIBRARY GROUND LEASE  
AND MAINTENANCE AGREEMENT****IN THE CITY OF ARTESIA  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 12 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF ARTESIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 7425, PAGES 20 AND 21, OF OFFICIAL RECORDS, IN THE OFFICE OF RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT IN THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, WHICH IS SOUTHERLY THEREON 450.00 FEET FROM THE NORTHEASTERLY CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID LINE ALSO BEING THE CENTERLINE OF ELAINE AVENUE; THENCE SOUTH  $89^{\circ} 31' 55''$  WEST, 30.00 FEET TO THE WESTERLY LINE OF ELAINE AVENUE, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF TRACT 22176, AS SHOWN PER MAP BOOK 614, PAGE 32, AS PER MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, ALSO BEING A POINT ON THE NORTHERLY LINE OF ARTESIA PARK PER CSB 1973; THENCE CONTINUING SOUTH  $89^{\circ} 31' 55''$  WEST, ALONG SAID SOUTHERLY LINE OF TRACT 22176 AND NORTHERLY LINE OF ARTESIA PARK, SOUTH  $89^{\circ} 31' 55''$  WEST, 35.50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE SOUTH  $89^{\circ} 31' 55''$  WEST, 220.76 FEET; THENCE, LEAVING SAID LINE AND CONTINUING ALONG THE FOLLOWING COURSES AND DISTANCES;

- L1, SOUTH  $6^{\circ} 31' 29''$  EAST, 33.83 FEET;
- L2, SOUTH, 2.47 FEET;
- L3, EAST, 22.67 FEET;
- L4, SOUTH 5.06 FEET;
- L5, SOUTH  $6^{\circ} 31' 29''$  EAST, 54.00 FEET;
- L6, NORTH  $83^{\circ} 28' 43''$  EAST, 20.90 FEET;
- L7, SOUTH  $6^{\circ} 25' 26''$  EAST, 25.68 FEET;
- L8, SOUTH  $83^{\circ} 48' 16''$  WEST, 21.13 FEET;
- L9, SOUTH  $6^{\circ} 38' 34''$  EAST, 144.08 FEET;
- L10, SOUTH  $86^{\circ} 22' 04''$  EAST, 27.56 FEET;
- L11, NORTH  $4^{\circ} 00' 22''$  EAST, 24.58 FEET;
- L12, SOUTH  $86^{\circ} 17'$  EAST, 33.43 FEET;
- L13, SOUTH  $4^{\circ} 00' 22''$  WEST, 10.75 FEET;
- L14, SOUTH  $86^{\circ} 17' 04''$  EAST, 62.01 FEET;
- L15, SOUTH  $4^{\circ} 17' 13''$  WEST, 11.79 FEET
- L16, SOUTH  $37^{\circ} 55' 19''$  EAST, 26.43 FEET;
- L17, NORTH  $53^{\circ} 04' 50''$  EAST, 3.93 FEET;
- L18, SOUTH  $38^{\circ} 23' 51''$  EAST, 3.86 FEET;
- L19, SOUTH  $52^{\circ} 04' 27''$  WEST, 3.96 FEET;
- L20, SOUTH  $38^{\circ} 05' 44''$  EAST, 15.15 FEET;
- L21, SOUTH  $87^{\circ} 06' 09''$  EAST, 19.72 FEET;



L22, NORTH  $00^{\circ} 21' 12''$  WEST, 2.75 FEET;

L23, SOUTH  $89^{\circ} 11' 55''$  EAST, 6.42 FEET;

L24, SOUTH  $0^{\circ} 27' 14''$  EAST, 8.82 FEET;

L25, SOUTH  $89^{\circ} 27' 42''$  WEST, 52.21 FEET

TO THE WESTERLY LINE OF SAID ELAINE AVENUE; THENCE, NORTH  $0^{\circ} 59' 49''$  WEST, 302.18 FEET ALONG SAID WESTERLY LINE OF SAID ELAINE AVENUE; THENCE LEAVING SAID SIDELINE OF SAID ELAINE AVENUE, THENCE, SOUTH  $89^{\circ} 31' 55''$  EAST, 35.90 FEET; THENCE, NORTH, 26.42 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PARCEL CONTAINING 69,408 SQ. FT.; OR 1.593 ACRES MORE OR LESS

PREPARED UNDER MY SUPERVISION.

  
LELAND F. JOHNSON RCE 13560  
EXPIRES: MARCH 31 2017



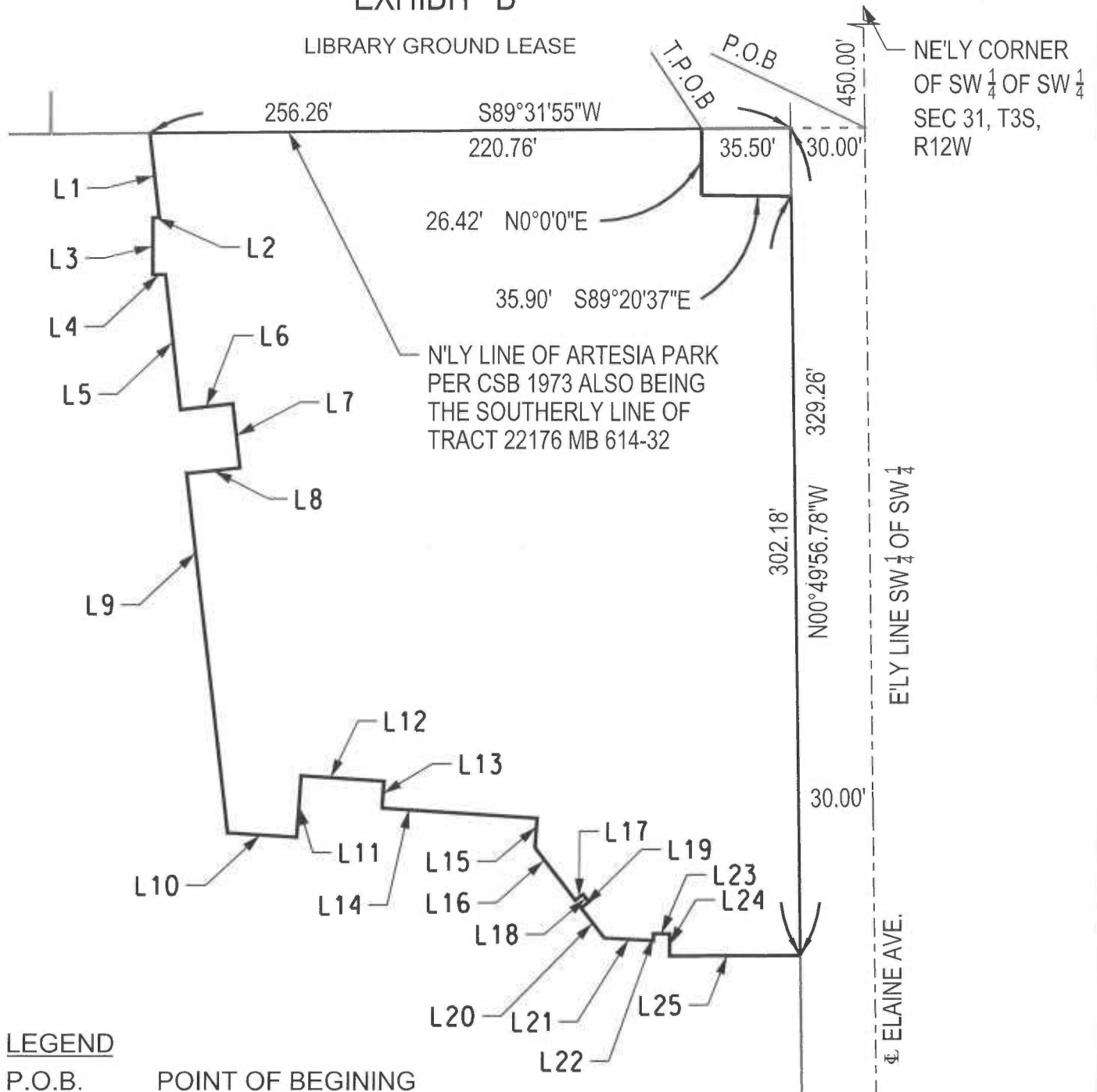


**EXHIBIT B**

LEGAL DESCRIPTION PLAT

# EXHIBIT "B"

3 of 5



# EXHIBIT "B"

## LIBRARY GROUND LEASE

LINE TABLE

LINE	BEARING	L
L1	S06°31'29"E	33.83'
L2	S90°00'00"W	02.47'
L3	S00°00'00"W	22.67'
L4	S90°00'00"E	05.06'
L5	S06°31'28"E	54.00'
L6	N83°28'43"E	20.90'
L7	S06°25'26"E	25.68'
L8	S83°48'16"W	21.13'
L9	S06°38'34"E	144.08'
L10	S86°22'04"E	27.56'
L11	N04°00'22"E	24.58'
L12	S86°17'04"E	33.43'
L13	S04°00'22"W	10.75'
L14	S86°17'04"E	62.01'

LINE TABLE

LINE	BEARING	L
L15	S04°17'12"W	11.79'
L16	S37°55'29"E	26.43'
L17	N53°04'50"E	03.93'
L18	S38°23'51"E	03.86'
L19	S52°04'27"W	03.96'
L20	S38°05'44"E	15.15'
L21	S87°06'09"E	19.72'
L22	N00°21'12"W	02.75'
L23	S89°11'55"E	06.42'
L24	S00°27'14"E	08.82'
L25	S89°27'42"W	52.21'

TITLE:

LEGAL DESCRIPTION  
BEARINGS AND DISTANCES  
ARTESIA LIBRARY, ARTESIA, CA 90701

PREPARED BY:

John M. Cruikshank Consultants, Inc.  
411 N. Harbor Blvd, Suite 201  
San Pedro, CA 90731  
P: 310.241.6550  
F: 310.833.6555  
www.jmc-2.com

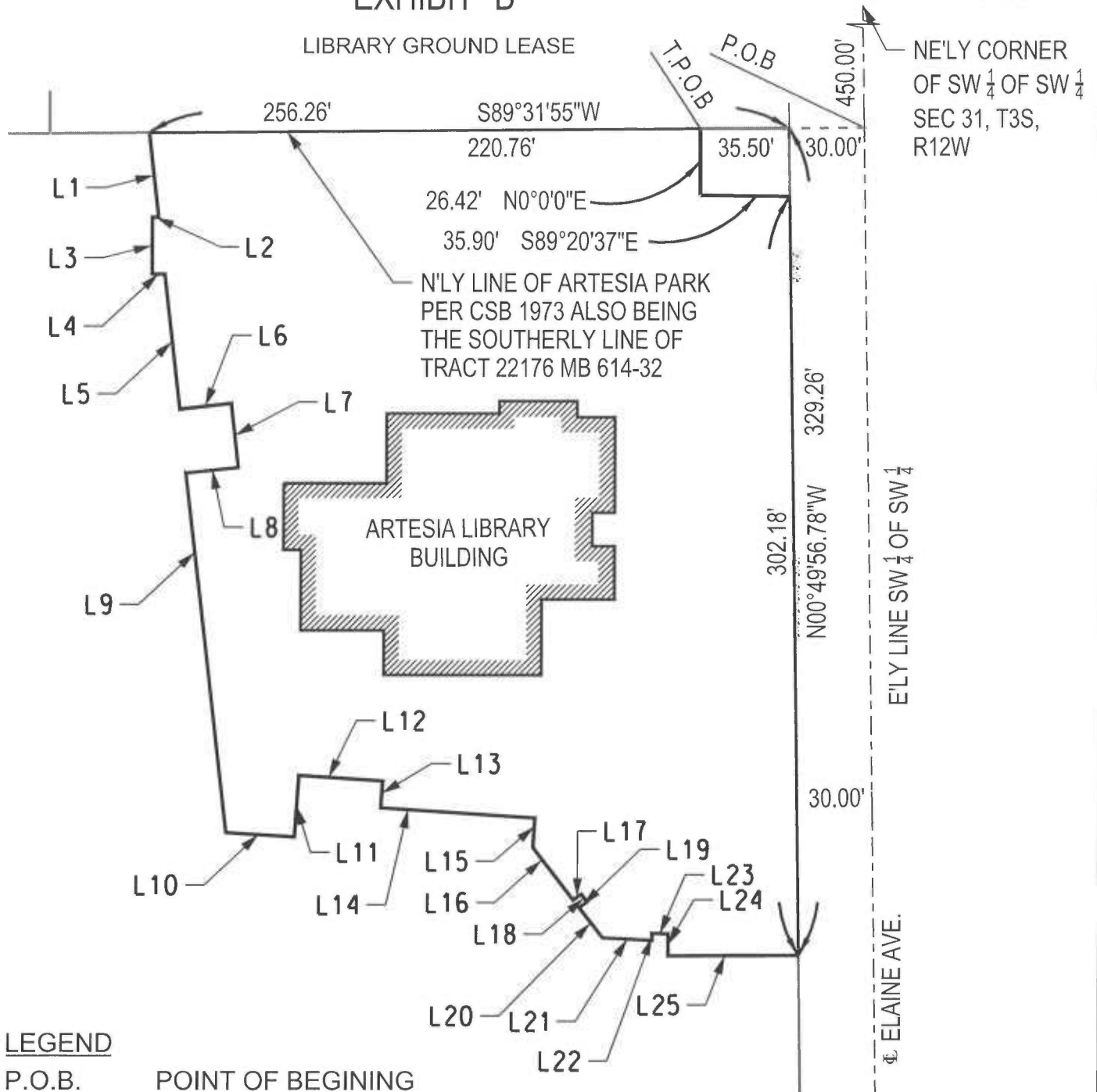


DATE PREPARED:



# EXHIBIT "B"

5 of 5



## LEGEND

P.O.B. POINT OF BEGINING  
T.B.O.B. TRUE POINT OF BEGINING

TITLE: LEGAL DESCRIPTION PLAT  
WITH LIBRARY BUILDING LOCATION  
ARTESIA LIBRARY, ARTESIA, CA 90701

PREPARED BY: John M. Cruikshank Consultants, Inc.



411 N. Harbor Blvd, Suite 201  
San Pedro, CA 90731  
P: 310.241.6550  
F: 310.833.6555  
www.jmc-2.com

SCALE: 1" = 60'



DATE PREPARED: 1-26-2016



REQUIRED	PROVIDED
NEW PARKING REQUIRED	
1 PARKING SPACE PER 250 SF	
10,000 SF PER 250 SF PER CAR	45 PARKING SPACES
+ 45 SPACES REQUIRED	
ACCESSIBLE PARKING REQUIRED	
TABLE 118.02 FOR 20 TO 50 REQUIRED	
= 2 ACCESSIBLE SPACES	2 ACCESSIBLE SPACES
VAN PARKING REQUIRED	
20% OF 45 FOR EVERY 6 ACCESSIBLE	
PARKING SPACE	1 VAN PARKING SPACE
= 1 VAN SPACE REQUIRED	

[illegible]

6	BUILDING OCCUPANCY AND CONSTRUCTION TYPE	CEB 303.5
	A-1 LIBRARY/COMMUNITY ROOM	CEB 303.1
	B-1 BUSINESS	CEB 303.1
	B-2 BUSINESS	CEB 303.1
	C-1 UTILITY	CEB 303.1
	C-2 UTILITY TYPE V-A	CEB 303.1
	PRE-CONSTRUCTED	CEB CHAPTER 6
	PRE-CONSTRUCTED APARTMENTS	CEB TABLE 601
	BEARING WALLS EXTERIOR	NO REQUIREMENT
	BEARING WALLS INTERIOR	NO REQUIREMENT
	NON-BEARING WALLS EXTERIOR	NO REQUIREMENT
	NON-BEARING WALLS INTERIOR	NO REQUIREMENT
	FLOORING SYSTEMS	NO REQUIREMENT
	ROOFING AND ROOF CILINGS	NO REQUIREMENT
7	ALTERNATE BUILDING SIZE	CEB TABLE 601
	ALTERNATE BUILDING AREA 1,000-937	CEB TABLE 601
	ALTERNATE BUILDING AREA 1,000-937 GROUP A-2 TYPE V-A	CEB TABLE 601

[illegible][illegible]

96. CARPETS, DRAPES AND OTHER DECORATIVE MATERIALS SUSPENDED FROM THE CEILING SHALL BE TESTED TO MEET THE FOLLOWING PERFORMANCE CRITERIA:

(A) FIRE RESISTANCE SHALL BE NOT LESS THAN ONE HOUR.

(B) NONCOMBUSTIBLE BUILDING CODE 100.1, FIRE CODE 807.

0

NO. 81000000	Sheet No.	A002
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**EXHIBIT C**

STATEMENT OF WORK (SOW)

LANDSCAPE AND GROUNDS  
MAINTENANCE SERVICES

ARTESIA LIBRARY



## STATEMENT OF WORK (SOW)

### LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – ARTESIA LIBRARY

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3.0	QUALITY CONTROL.....	1
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#### ATTACHMENTS

- I SERVICE LOCATION AND SPECIFICATIONS
- II TREE TRIMMING CONFIRMATION FORM
- III WEEKLY GROUNDS MAINTENANCE SERVICES MONITORING REPORT  
FORM (SAMPLE)
- IV SERVICE SCHEDULE

# **STATEMENT OF WORK (SOW)**

## **1.0 SCOPE OF WORK**

The CITY agrees to provide landscape and grounds maintenance services for the COUNTY's Artesia Library, identified in Attachment I, Service Location and Specifications, by providing all labor, supervision, equipment, materials and supplies necessary for CITY's performance under this Agreement. The landscape and grounds maintenance services include, but are not limited to: site inspection, litter control, mowing and edging of turf, providing weed control and/or eradication of weeds, raking planter beds and turf area, sweeping, aerification of turf area, rodent control, pruning and trimming of shrubs/hedges, pruning and annual trimming of trees, operating and maintaining water and irrigation systems, applying fertilizer, insect/disease control, plant material management, and providing the necessary on-going maintenance of additional tasks as provided for herein. The CITY agrees to perform Unanticipated Work as described in Section 6.0 – Call Backs, on an as-needed basis as requested by the COUNTY.

The COUNTY agrees that the CITY has a right to subcontract any of these services, and the CITY agrees that the COUNTY has the right to review and approve the selected subcontractor(s) to ensure compliance with the terms outlined in this Agreement.

## **2.0 ADDITION/DELETION OF SPECIFIC TASKS**

The COUNTY reserves the right, with written consent of the City Manager, to amend the Agreement to reflect any changes by an increase or decrease in the specific tasks described herein. The COUNTY will notify the CITY, in writing, at least thirty (30) business days prior to the effective date of the modification.

## **3.0 QUALITY CONTROL**

The CITY agrees to establish and utilize a comprehensive Quality Control Plan, subject to mutual review and approval by the CITY and the COUNTY.

- 3.1 The CITY agrees to maintain a report that records when all periodic, annual, seasonal, additional work and maintenance functions were completed. The report will be available to the COUNTY upon request.
- 3.2 All complaints will be addressed as soon as possible by the CITY. If a complaint is not abated within the time specified or to the satisfaction of the COUNTY, the COUNTY and the CITY will meet, in person or via telephone, to discuss and mutually agree upon a plan of action.

- 3.3 The CITY will thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations and standards will be used.

3.4 **MEETINGS**

The CITY and COUNTY will meet periodically at a time and place mutually agreed upon to discuss landscape services, practices, and procedures and any quality control issues. In the event of any urgent matters the CITY and COUNTY agree to meet on one business days' notice.

3.5 **AGREEMENT DISCREPANCY**

The COUNTY will provide the CITY with a verbal notification of an agreement or performance discrepancy, as soon as possible, whenever a discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the COUNTY and the CITY.

## 4.0 **RESPONSIBILITIES**

The COUNTY's and the CITY's responsibilities are as follows:

### **COUNTY**

4.1 **KEYS/REMOTE CONTROLS**

The COUNTY will provide two (2) sets of keys/remote controls, if applicable, for access to the library facility. Additional sets of keys are available upon request to the COUNTY. Any lost keys/remote controls will be replaced by the COUNTY upon notification.

4.2 **UTILITIES**

The COUNTY will provide all utilities, including gas, electricity, and water. However, water usage will not exceed an amount required to comply with irrigation schedules established by CITY ordinance.

### **CITY**

4.3 **AGREEMENT PROJECT MANAGER**

4.3.1 The CITY will designate a CITY Project Manager and a designated alternate. The CITY will provide an emergency telephone number where the CITY Project Manager or other CITY contract may be reached all hours, 365 days per year.

4.3.2 CITY Project Manager will act as a central point of contact with the COUNTY.

#### **4.4 UNIFORMS AND IDENTIFICATION BADGES**

- 4.4.1 CITY employees assigned to COUNTY facilities will wear an appropriate uniform at all times. Uniform may consist of a shirt with the CITY logo or name on it. Uniform pants are optional.
- 4.4.2 In lieu of a uniform, the CITY will ensure that CITY employees wear a visible photo identification badge identifying the following: employee name, and title. Such badge will be displayed on employee's person at all times when he/she is on COUNTY designated property.

#### **4.5 MATERIALS AND EQUIPMENT**

- 4.5.1 The CITY will provide all materials/equipment to perform the needed services.
- 4.5.2 CITY employees will wear safety and protective equipment in accordance with the State of California OSHA standards and will be maintained in accordance to the manufacturer's standards and specifications.
- 4.5.3 CITY will keep all equipment used to maintain the library in a safe and operable manner.

#### **4.6 CITY'S DAMAGE**

All damages incurred to the library facility by the CITY's operation will be repaired or replaced at the CITY's expense.

#### **4.7 EMERGENCY PROCEDURES**

Upon discovery, the CITY will report any emergency situations such as vandalism, broken water pipes, windows, doors, etc., by calling the following the Los Angeles County Operator at (213) 974-1234.

### **5.0 HOURS/DAYS OF SERVICES**

- 5.1 The basic daily hours of landscape and grounds maintenance services will be Monday through Friday from 6:00 a.m. to 3:30 p.m., or as otherwise agreed upon by the CITY and the COUNTY.
- 5.2 The CITY agrees to establish a mutually agreed upon maintenance schedule, Attachment IV – Service Schedule, for all services listed in sub-sections 9.0, 10.0 and 11.0.

- 5.3 The CITY recognizes that, during the course of this Agreement, other activities and operations may be conducted by COUNTY work forces and other parties. The CITY may be required to modify or curtail certain tasks and operations and will promptly comply with any written request therefore by the COUNTY.

## **6.0 CALL BACKS**

Call Backs are as-needed work outside of the normal duties brought on by an event, accidental or intentional, or by a failure of the CITY to perform its duties and which require immediate mitigation. Examples of landscape related call backs, include but are not limited to, fallen trees/branches, broken sprinkler heads or irrigation lines, and/or vandalism. All services outside the normal duties, considered repairs, will be at a maximum amount set forth in Sub-section 5.3 Landscape of the Ground Lease.

## **7.0 USE OF CHEMICALS**

- 7.1 All CITY work involving the use of chemicals will be in compliance with all federal, state and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The CITY, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Sub-contractor prior to using any and all applicable chemicals within the area(s) to be maintained for the COUNTY.
- 7.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage will be submitted to the COUNTY for approval at the commencement of services. No work will begin until written approval of use is obtained from the COUNTY.
- 7.3 Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 7.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions will be made and retained in an active file for a minimum of four (4) years.
- 7.5 All chemicals requiring a special permit for use must be registered with the COUNTY Agricultural Commissioner's Office and a permit obtained with a copy to the COUNTY.
- 7.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

- 7.7 Chemicals will be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

## **8.0 SIGNS/IMPROVEMENTS**

The CITY agrees not to post signs or advertising material upon the premises or improvements thereon, unless prior approval is obtained from the COUNTY.

## **9.0 SPECIFIC WORK REQUIREMENTS – LANDSCAPE MANAGEMENT**

The CITY agrees to provide the labor necessary for the provision of grounds and landscape maintenance services. Services will be performed on a weekly basis unless specified in Attachment IV – Service Schedule, through mutual agreement between the CITY and the COUNTY. The safety of workers and the public will be paramount.

### **9.1 LITTER CONTROL**

Litter Control and trash removal, including within the parking lot, will be performed on a periodic basis, not less than once a week.

### **9.2 SWALES AND DRAINS**

9.2.1 Swales and drains, including within the parking lot, will be kept in an operable condition, free of siltation and debris so that water will have an unimpeded passage to its outlet.

9.2.2 Upon discovery, the CITY will notify the COUNTY of any broken or missing grates, and secure same to keep the area safe for public use.

### **9.3 MOWING**

9.3.1 All turf areas should be mowed to ensure a smooth surface appearance, with appropriate height, without scalping or allowing excessive cuttings to remain.

9.3.2 Mowing height will be appropriate to turf species, season, and use parameters. Mowing heights may vary for special events and conditions.

### **9.4 MECHANICAL EDGING**



All turf edging will be completed in a manner that leaves all turf edges neatly lined, eliminates all grass invasions, and provides enough room as to not interfere with the sprinklers for optimum water coverage. Walkways should be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

#### **9.5 WEED REMOVAL**

All landscape and non-landscaped areas will be kept weed-free at all times. All weeds and grass from the following areas should be removed: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas. The term “weeds” applies to any undesirable vegetation growing within the right-of-way. After a complete kill, all dead weeds will be removed from the areas.

#### **9.6 RAKING/BLOWING**

Raking/Blowing will be performed weekly to remove accumulation of leaves from all landscape areas including beds, planters and turf areas, under trees.

#### **9.7 SWEEPING**

Sweeping will be performed weekly on the walkways and steps to remove all foreign objects like gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.

#### **9.8 CLEARANCE, SHRUB PRUNING AND HEDGE TRIMMING/SHAPING**

All shrubs or hedges will be selectively pruned as to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction.

#### **9.9 PLANT ADDITION OR REPLACEMENT**

Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other CITY facilities. This includes planting and care of all planters.

#### **9.10 AERIFICATION**

The CITY will aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.

#### **9.11 FERTILIZATION**

Fertilization will be performed three (3) times per year during the months of April through November. Areas will be fertilized utilizing ratios and mixtures recommended by the CITY at the rate of application per the manufacturer's recommendation.

#### **9.12 CHEMICAL EDGING/DETAILING**

Once the site has been inspected by the CITY and it is deemed that chemical edging/detailing is necessary, chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas will be trimmed to proper mowing height. Chemicals will be applied in a manner to minimize drift. Precautionary measures will be employed since all areas will be open for public access during application.

#### **9.13 RODENT CONTROL**

9.13.1 All areas will be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Mechanical and chemical methods will be used for this control.

9.13.2 Effect of rodent activity: holes, mounds, etc., will be backfilled, removed or raked level before mowing the facility.

### **10.0 SPECIFIC WORK REQUIREMENTS – WATERING/IRRIGATION MANAGEMENT**

10.1 The City agrees to be responsible for maintenance of the irrigation system from the back-flow device to the sprinkler heads, and the entire irrigation system, including the planters and all components, will be maintained in an operational state at all times. Repair of this equipment is included in this Agreement.

10.2 The City agrees to monitor all landscape areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation will be performed to ensure plant health and vigor.

10.3 Irrigation will be regulated to avoid interference with any use of the facility, roadways, paving, walkways, or areas as designated for scheduled special events.

10.4 Irrigation system will be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting will be protected from over-watering and run-off drowning

- 10.5 In the maintenance of the irrigation system, the CITY agrees to perform the following tasks:
- 10.5.1 Monitor all irrigation controllers, no less than once per week.
  - 10.5.2 Inspect and report the status of the irrigation system, no less than once per month.
  - 10.5.3 Adjust and clean sprinkler heads, as needed or requested.
  - 10.5.4 Immediately repair all broken or missing sprinkler heads.
  - 10.5.5 Replace all nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
  - 10.5.6 Replace all risers and swing joints due to normal wear.
  - 10.5.7 Flush irrigation pipelines following repairs and replacements.
  - 10.5.8 Replace valve box covers due to normal wear, damage or theft.
  - 10.5.9 Recover and re-fasten removed valve box covers.
  - 10.5.10 Notify the COUNTY of any damaged or inoperable major irrigation components from the back-flow device to the main line, indicating the problem, location, size, and type of irrigation equipment.

## **11.0 SPECIFIC WORK REQUIREMENTS – TREE MANAGEMENT**

### **11.1 TREE TRIMMING**

- 11.1.1 All trees (excluding palm trees) will be trimmed and thinned at each facility one (1) time per year and as needed to maintain sight visibility for pedestrian or vehicular traffic.
- 11.1.2 The CITY is to follow the benchmark standards of the American National Standard Institute (ANSI) A300 Pruning Standards.
- 11.1.3 Special emphasis should be placed upon public safety during trimming operations, particularly when adjacent to roadways.

### **11.2 PRUNING PROCEDURES**

- 11.2.1 All tree pruning will be performed as needed throughout the Agreement term.

11.2.2 All trees will be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.

11.2.3 All trees will be pruned and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.

### **11.3 STAKING AND TYING**

11.3.1 Damaged trees will be staked and tied within twenty-four (24) hours. Replacement stakes or new staking will be completed within five (5) days.

11.3.2 New or recently planted trees will be staked and tied.

## **12.0 SPECIFIC WORK REQUIREMENTS – SPECIALTY/AS-NEEDED SERVICES**

### **12.1 DOWNED TREES OR BRANCHES**

All trees or branches which are downed by either natural or unnatural causes will be removed and disposed offsite. Where possible, stumps will be removed to twelve (12) inches below grade and wood chips removed and hole backfilled to grade.

### **12.2 DAMAGED TREES OR BRANCHES**

All trees or branches which are damaged, cracked or otherwise at risk of falling by either natural or unnatural causes will be removed and disposed offsite.

### **12.3 RENOVATION OF TURF**

#### **12.3.1 Vertical Mowing**

Vertical mowing to remove thatch in turf areas will be performed with care as to avoid unnecessary damage to the turf grass. Sprinkler heads should remain one (1) inch below the final grade.

#### **12.3.2 Seeding**

The CITY will over-seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.

#### **12.3.3 Bare Areas**

All planted areas will be cultivated to encourage water penetration, fertilizer absorption.

### **12.4 DISEASE/INSECT CONTROL**

- 12.4.1 All landscaped areas will be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- 12.4.2 A disease control program to prevent all common diseases from causing serious damage will be provided on an as-needed basis. Disease control will be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – ARTESIA LIBRARY**  
**SERVICE LOCATION AND SPECIFICATIONS**

<b>1.</b>	<b>Facility:</b>	<b>Artesia Library</b>					
	<b>Address:</b>	18801 Elaine Avenue					
		Artesia, CA 90701					
# Trees	# Palm Trees	Planters	Shrubs Y/N	Hedges Y/N	Grass Y/N	Irrigation System Y/N	
TBD	TBD	TBD	TBD	TBD	TBD	Y	
<b>NOTE:</b>							



**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
TREE TRIMMING CONFIRMATION FORM**

LANDSCAPER USE ONLY-  
PLEASE COMPLETE AND SUBMIT THE FORM TO CONTRACTS SERVICES UNIT

Library Name: \_\_\_\_\_ Date Completed: \_\_\_\_\_

***THIS IS TO NOTIFY PUBLIC LIBRARY THAT THE LIBRARY INDICATED ABOVE  
WAS SCHEDULED FOR TREE TRIMMING AND HAS BEEN COMPLETED.***

No. of Trees trimmed: \_\_\_\_\_

No. of Trees **Not** trimmed: \_\_\_\_\_

Location of Trees: \_\_\_\_\_

\_\_\_\_\_

Explanation for not Trimming Trees: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please **FAX** completed form within 1 business day of completion to:  
**Contract Services Unit at (562) 803 - 0016**

**CONTRACT STAFF USE ONLY**

☐ **Trimming Satisfactory**    ☐ **Trimming Unsatisfactory**    ☐ **Job Not Done**

Date Inspected: \_\_\_\_\_ Inspected by: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

☐ **COMPLETE**-Logged and Filed    ☐ Contractor Notified of unsatisfactory work    ☐ Follow-up (F/U Complete Date: \_\_\_\_\_)

COUNTY OF LOS ANGELES PUBLIC LIBRARY  
**WEEKLY GROUNDS MAINTENANCE MONITORING REPORT**

LIBRARY  
NAME: \_\_\_\_\_

COST  
CODE: \_\_\_\_\_

Reported By: \_\_\_\_\_

Reporting Period:

From: \_\_\_\_\_ To: \_\_\_\_\_ Signature: \_\_\_\_\_

All services were performed this week and there are no problems: ☐

The following services were not performed for this library this week:

SERVICE	LOCATION(s)	DESCRIPTION OF PROBLEM(s)
<input type="checkbox"/> Lawn was not mowed		
<input type="checkbox"/> Eliminate hazardous situations, blocking of roof drainage areas, and safety lights were not done: <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs		
<input type="checkbox"/> Weeds were not removed		
<input type="checkbox"/> Grounds were not raked		
<input type="checkbox"/> General cleanup was not done		
<input type="checkbox"/> Sprinkler heads were not fixed		
<input type="checkbox"/> <b>Other:</b> (Specify)		

Please **FAX** this completed form to: **Contracts Services Unit at (562) 803-0016**

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – ARTESIA LIBRARY**

**SERVICE SCHEDULE**

<b>SERVICE</b>	<b>MINIMUM FREQUENCY</b>	<b>APPROVED FREQUENCY</b>
<b>Litter Control</b>	<b>Weekly</b>	
<b>Swales and Drains</b>	<b>Weekly</b>	
<b>Mowing</b>	<b>Weekly</b>	
<b>Mechanical Edging</b>	<b>Weekly</b>	
<b>Weed Removal</b>	<b>Weekly</b>	
<b>Raking</b>	<b>Weekly</b>	
<b>Sweeping</b>	<b>Weekly</b>	
<b>Shrub Pruning</b>	<b>Monthly</b>	
<b>Hedge Trimming</b>	<b>Monthly</b>	
<b>Aerification</b>	<b>Every 6 months</b>	
<b>Fertilization</b>	<b>Every 4 months</b>	
<b>Chemical Edging/Detailing</b>	<b>As needed</b>	
<b>Rodent Control</b>	<b>As needed</b>	
<b>Irrigation Testing</b>	<b>Monthly</b>	
<b>Tree Trimming</b>	<b>Annually</b>	